HAXELO End User Licence Agreement (EULA)

Last updated: 8 September 2025

1. General

1.1. This End User Licence Agreement ("Agreement") is a binding legal document between you ("User," "you," or "your") and HAXELO Ltd. ("HAXELO," "we," "our," or "us"). By downloading, installing, accessing, or using any HAXELO software, applications, or related services (collectively, the "Services"), you agree to be bound by the terms and conditions set forth in this Agreement. If you do not agree with any of these terms, do not download, install, or use the Services. For you, this EULA becomes effective on the earlier of: (i) clicking Accept, or (ii) downloading, installing, accessing, or using any HAXELO software or Services.

1.2. HAXELO reserves the right to modify these terms at any time. For material changes, we will post a notice in the dashboard and/or email your account address at least 15 days before the date stated in that notice (the "Change Notice Date").Continued use of the Services following any such modifications constitutes your acceptance of the modified terms. If you do not agree, you must stop using the SDK and Services before the Change Notice Date. Non-material changes are effective when posted.

1.3. You must be at least 18 years old to enter into this Agreement. If you are under 18, you must have the consent of a parent or legal guardian to use the Services.

1.4 You must read, accept, and comply with this [EULA](#), [Terms and conditions](#) and our [Privacy Policy](#) before using the Services. By clicking "Accept" or by using the Services, You indicate your acceptance of this Agreement. If You do not accept these terms, You are prohibited from using the Services.

1.5 If You do not agree with any of the terms of this EULA, do not access or use the Services.

1.6 This EULA has no fixed term. It remains in force while your HAXELO account is active and/or while you use the HAXELO SDK or Services, and continues until terminated under Section 9.

1.7 If you later reactivate an account or resume use of the SDK/Services after termination, you accept the then-current version of this EULA.

2. Definitions

2.1. "Software" refers to any software programs, including SDK, developed by HAXELO that are made available for download and use.

2.2. "User Data" means any data, information, or material provided or submitted by you or collected by HAXELO in connection with the Services, as described in the Privacy Policy.

2.3. "Content" refers to all text, graphics, logos, icons, images, audio clips, video clips, data compilations, and software used in the provision of the Services.

3. Description of Services

HAXELO provides a cloud-based platform for advertisers to integrate targeted virtual advertisements within gaming environments and Software for game publishers to monetize their games. Our Services are designed to ensure that advertisements do not negatively impact gameplay while offering tools for game developers and advertisers to manage, monitor, and optimise their advertising campaigns.

4. User Accounts

Access to the Services requires creating an account. You may register as a game publisher, advertiser, or advertising agency. You are responsible for maintaining the confidentiality of your account information and for all activities under your account, whether or not authorised. If You suspect any unauthorised access, You must notify HAXELO immediately.

5. License Grant and Use Restrictions

5.1. **Licence Grant:** HAXELO grants you a limited, non-exclusive, non-transferable, revocable licence to use the Services for personal and non-commercial purposes in accordance with this Agreement.

5.2. **Restrictions:** You shall not:

- Reverse engineer, disassemble, or otherwise attempt to discover the source code of the Software;
- Copy, distribute, sublicense, modify, adapt, translate, frame, scrape, or create derivative works of the Software or Services, nor create a derivative or competing service that is substantially similar to the Services.
- Use the Software for any illegal purposes;
- Upload or transmit any harmful content, such as viruses or malware;
- Circumvent, disable or interfere with viewability, verification, fraud-prevention, brand-safety, measurement or reporting features;
- Misrepresent traffic source, inventory, or audience; engage in hidden placements, ad stacking, auto-refresh or invalid traffic generation;
- Use the SDK or Services with child-directed content without required consent/age-gating and signalling (e.g., TCF string, COPPA flags);

- Publish or disclose benchmarks or performance tests without HAXELO's written consent;
- Collect personal data from other users without their consent.

5.3. Campaign Trafficking: If authorised by HAXELO, You may use the HAXELO System to run your own campaigns ("User Campaigns"). In this case, you agree to provide a signed insertion order, including details such as the number of impressions or actions, start date, and end date. HAXELO reserves the right to approve or reject such campaigns.

5.4. Cooperation: You agree to cooperate with HAXELO to improve the HAXELO System's performance, including assisting with traffic audits and providing additional information as reasonably requested.

5.5. Data Collection and Use: HAXELO may collect anonymous and **pseudonymous** data from users interacting with your Apps/Games including but not limited to device IDs, IP addresses, for the purposes of attribution, reporting, and optimization. HAXELO agrees not to collect any personally identifiable information (PII) unless separately and expressly authorised. Refer to Haxelo privacy policy for more information on our privacy policy and Data collection. Where required by law, you must ensure a valid legal basis (e.g., consent via a CMP) before the SDK initiates data collection

5.6 Export Controls and Sanctions. You represent and warrant that you are not (a) located in, or ordinarily resident in, a country or territory that is the subject of comprehensive trade sanctions, or (b) listed on, or owned/controlled by a party listed on, any sanctions- or export-control list administered by the United States Government (including OFAC and the U.S. Department of Commerce), the United Kingdom (Government/OFAC), the European Union or its Member States, or other applicable jurisdictions. You agree not to export, re-export, or transfer the Services in violation of such laws.

6. Updates and Changes

6.1. HAXELO **may** provide updates, patches, or changes to the Software at any time, and you agree to download and install these updates as required for continued use of the Services.

6.2. Failure to install updates may result in the inability to access the Services or affect functionality.

6.3. If You are dissatisfied with any aspect of the HAXELO services at any time, Your sole and exclusive remedy is to cease using the services.

7. Intellectual Property Rights

7.1. The Services and all related intellectual property are owned by HAXELO or its licensors. All rights not expressly granted to you are reserved by HAXELO.

7.2. You are granted a limited, revocable licence to use the system solely for the purposes described in this EULA. No rights are granted to modify, reverse-engineer, or bundle the HAXELO technology with third-party advertising systems without prior approval.

7.3. You shall not claim ownership of any content, trademarks, logos, or intellectual property associated with HAXELO or its Services.

8. User Data and Privacy

8.1. HAXELO may collect, process, and store certain personal information and data in accordance with our Privacy Policy, which is incorporated herein by reference.

8.2. You consent to HAXELO's collection and use of your data, including for marketing purposes, as outlined in the Privacy Policy.

8.3. You are responsible for complying with all applicable privacy laws when using the Services, including the collection of user data in compliance with GDPR and other relevant regulations.

9. Termination

9.1. This Agreement is effective until terminated. You may terminate it at any time by discontinuing use of the Services and deleting all related software with ten (10) days written notice.

9.2. HAXELO may terminate this Agreement or your access to the Services at any time for violation of this Agreement or for any other reason, with or without notice.

9.3. Upon termination, all licences under this EULA end and you must remove the SDK, delete any HAXELO software and confidential materials within 30 days. Sections on ownership, confidentiality, privacy/data, disclaimers, limitation of liability, indemnity, governing law, and survival continue after termination.

10. Disclaimer of Warranties

10.1. The Services are provided "as is" and "as available" without warranties of any kind, either express or implied. HAXELO does not warrant that the Services will be uninterrupted or error-free.

10.2. HAXELO disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Limitation of Liability

11.1. To the fullest extent permitted by law, HAXELO shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from your use or inability to use the Services.

11.2. HAXELO's total liability to you for all claims arising out of or related to this Agreement or your use of the Services shall not exceed the amount you have paid to HAXELO for the use of the Services.

12. Indemnification

12.1. **By You.** You will defend and indemnify HAXELO and its affiliates, officers, directors, employees, and agents, against third-party claims arising from: (a) your content, campaigns or apps; (b) your breach of this EULA; (c) your failure to obtain required end-user consents or pass correct consent/child-directed signals; and (d) your violation of law.

12.2 **By Haxelo (IP).** HAXELO will defend and indemnify you against third-party claims alleging that the unmodified SDK or Services, when used as permitted, infringe a third party's intellectual property right. HAXELO may, at its option, (i) procure the right for you to continue using, (ii) modify or replace the SDK, or (iii) terminate the affected feature with a pro-rata refund of prepaid unused fees (if any). This section does not apply to claims arising from combinations not supplied by HAXELO , modifications by you, or use in breach of this EULA.

13. Governing Law and Jurisdiction

13.1. This Agreement shall be governed by and construed in accordance with the laws of Georgia.

13.2. Any disputes arising under this Agreement shall be resolved in the Common Courts of Georgia and the parties hereby irrevocably consent to personal jurisdiction and venue therein.

14. Miscellaneous

14.1. This Agreement is not assignable or transferable, in whole or in part, by You, whether involuntarily, by merger, operation of law or otherwise, without HAXELO's prior written consent. Any attempted transfer in violation of this Section is void.

14.2. Captions in this Agreement are for the convenience of the parties only and will not affect the interpretation or construction of this Agreement.

14.3. **Severability:** In the event any provision of this Agreement is held to be invalid or unenforceable, such provision will be severed from the remainder of this Agreement, and such remainder will remain in force and effect. The parties agree to replace any such invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

14.4. **Waiver:** The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision.

14.5 **Force Majeure**. Neither party is liable for delays or failures due to events beyond reasonable control (including internet or hosting outages, DDoS, acts of God, war, government action).

14.5. **Entire Agreement:** This Agreement, along with any referenced policies(Terms of Use, Privacy Policy), constitutes the entire understanding between you and HAXELO regarding your use of the Services.

14.6 **Survival**. Sections 5.2, 5.7, 7, 8, 9.3, 10–14 survive termination.

15. Contact Information

For any questions about this EULA or the Services, please contact us at info@haxelo.com.

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